

Exhibit B

(Engagement Letter 12/20/19)



December 20, 2019

John T. Richer
Hall Estill
320 South Boston Avenue, Suite 200
Tulsa, OK 74103-3706

RE: Echo Energy Partners I

Dear Mr. Richer:

The purpose of this letter and the attached Appendix A: "Terms and Conditions", is to memorialize Hall Estill's (the "Firm") retention of Opportune LLP ("Opportune") to provide financial advisory services in connection with the Firm's representation of Echo Energy Partners I (the "Client"). The terms that shall govern Opportune's retention are set forth herein, and shall include any attachments and/or amendments, as may be executed from time to time hereafter (collectively, the "Engagement Agreement").

Scope of Services

You have requested that Opportune assist the Firm, as well as your Client, in advising and consulting with you regarding various issues. The services Opportune will be asked to provide (the "Services") are only those that are specifically requested by the Firm, acting on behalf of the Client from time to time. Opportune will make every effort to avoid duplication of efforts with respect to any services provided by other professionals retained in connection with this matter. Opportune's Services may include, but not be limited to, the following:

- a) Review and analysis of historical financial and operating statements;
- b) Review and analysis of working capital accounts;
- c) Review and analysis of certain transactions and transfers;
- d) Review and analysis of certain agreements;
- e) Attendance at meetings and assistance in discussions with potential investors, banks, other secured lenders, any committees, and other stakeholders and assistance with respect to due diligence requests from the same;
- f) Preparation and delivery of a report summarizing findings; and
- g) Other general financial and restructuring advisory services as mutually agreed by the Firm, Client, and Opportune.

The Services may also include such tasks that reasonably relate to the foregoing. From time to time, the Firm may ask Opportune to perform additional and other tasks based upon Opportune's experience and expertise that will assist the Firm in its representation of the Client in this matter.

Echo Energy Partners I, LLC
December 16, 2019
Page 2 of 10

Confidential and Privileged Communications and Work Product

Opportune understands that it is currently the Firm's intention to use Opportune's professional services to assist the Firm in advising the Client, and, in turn, that such Services may result in the production of certain work product for consumption beyond the Firm, the Client, or other professionals retained by the Client (with the inclusion of Opportune, the "**Confidential Working Group**"). Opportune's work product is protected from disclosure by the work product doctrine and any and all communications between the Confidential Working Group are intended to be and are believed to be protected from disclosure by the Attorney-Client Privilege and/or the work product doctrine, among other privileges or immunities. Accordingly, Opportune's work product, as well as all communications by and between the Confidential Working Group, should not be disclosed to anyone other than the Confidential Working Group, unless expressly authorized by the Firm.

Until otherwise directed by the Firm, the issuance of any reports, opinions, analyses, or other materials in written format, by Opportune, or those working on this engagement at Opportune's direction, will place the following or substantially similar notation at either the bottom or top of all pages of such documentation in bold font:

**Privileged & Confidential
Attorney Work Product
Attorney-Client Communications**

Access to Information

In connection with this Engagement Agreement, Opportune shall have access to information provided by the Firm and the Client, that Opportune and the Firm deem appropriate. Additionally, the Firm and Client will provide reasonable access to its and its affiliates' managers, employees, accountants, counsel, financial advisors, and other representatives (collectively the "**Representatives**") necessary to perform the Services as outlined in this Engagement Agreement. It is understood that Opportune is relying solely upon the information supplied by the Firm and the Client and Representatives without assuming any responsibility for independent investigation or verification thereof. All confidential information that is given to Opportune will be used solely in the course of performance of the Services outlined in this Engagement Agreement. Except as required by law, such confidential information will not be disclosed to a third party without the Firm's consent.

Projections, Reliance and Limitation of Duties

The Firm understands that the Services to be rendered may include the preparation of projections and other forward-looking statements for use in evaluating potential restructuring or strategic alternatives, and that numerous factors can affect the actual results of the Client's operations, which may materially and adversely differ from those projections and other forward-looking statements. In addition, Opportune will be relying on information provided by other members of the Client's management or the Representatives in the preparation of those projections and other forward-looking statements. Opportune makes no representation or guarantee as to the outcome of its work, that an appropriate restructuring proposal or strategic alternative can be formulated for the Client, that any restructuring proposal or strategic alternative presented will be more successful than all other possible restructuring proposals or strategic alternatives, that restructuring is the best course of action, if formulated, that any proposed restructuring plan or strategic alternative will be accepted by any of the Client's creditors, partners, limited partners, or members and other constituents. Further, Opportune assumes no responsibility for the selection of any restructuring proposal or strategic alternative formulated and presented.

Echo Energy Partners I, LLC
 December 16, 2019
 Page 3 of 10

Compensation

Opportune will be paid by the Client for its Services at the current hourly billing rates for its personnel, based on the position held by such Opportune personnel, as follows:

| | | |
|------|------------------------------|----------|
| i. | Partners | \$965/hr |
| ii. | Managing Directors | \$835/hr |
| iii. | Directors | \$740/hr |
| iv. | Managers | \$660/hr |
| v. | Senior Consultants | \$475/hr |
| vi. | Consultants | \$430/hr |
| vii. | Administrative Professionals | \$275/hr |

In the event any Opportune personnel are called to testify either in court or via deposition (in either case, "Testimony"), that professional's hourly rate will be increased by \$100 for all Testimony and the time spent for any direct preparation related thereto.

These hourly rates are subject to periodic adjustments (typically on January 1 of each year) to reflect economic changes and other conditions. Prior to any such increase in rates, Opportune shall provide ten (10) business days' notice to Firm and the Client, and any rate increases shall be mutually agreed by the Parties with consent not unreasonably withheld.

In addition to our fees, Opportune shall seek reimbursement for reasonable and documented out-of-pocket expenses (e.g., parking, travel, courier, overtime meals, legal fees associated with Opportune's retention, phone charges, copying, and postage) incurred directly in connection with the Services which will be performed.

The Client shall promptly remit to Opportune a retainer in the amount of \$25,000 (the "Retainer"). This amount shall be carried by Opportune (but not in a separate bank account) and credited against any amounts due at the termination of this Engagement Agreement, and any remaining amounts returned upon the satisfaction of all obligations hereunder.

Opportune will bill for its fees and out-of-pocket expenses on a bi-weekly basis and the Client agrees to remit in full the payment of such fees and expenses promptly upon the receipt of any bill or invoice submitted by or on behalf of Opportune. Prior to any bankruptcy filing, all invoices including any estimated unbilled charges must be paid in full. To the extent that periodic amounts outstanding exceed the Retainer, Opportune may bill more frequently in order to ensure that such outstanding amounts remain less than the Retainer.

Notwithstanding any language herein to the contrary, the parties hereto expressly agree and acknowledge that neither the Firm nor any of its partners, shall be responsible for any invoices, fees and expenses, or claims for payment that Opportune may assert or claim under or in relation to this Engagement Agreement. Opportune forever releases and forever discharges the Firm and its respective successors, assigns, agents, personal representatives, officers, partners and employees from all actions, causes of action, suits, damages, claims and demand for indemnification or reimbursement arising out of or in respect of this Engagement Agreement. Opportune shall look solely to the Client for any invoices or claims of any kind for reimbursement or payment. Notwithstanding such arrangement, Opportune's duties run solely to the Firm as counsel to the Client, and Opportune is not authorized to be, and will not purport to be, acting on behalf or, or at the direction of the Client, nor any other entity, for any purposes unless otherwise agreed to by the Firm on behalf of the Client. No person or entity (other than Opportune, the Firm and the Client) shall have or be entitled to assert any right or benefit hereunder.

Echo Energy Partners I, LLC
December 16, 2019
Page 4 of 10

Accordingly, Opportune will submit its invoice(s) directly to the Client for processing for payment, with a copy to the Firm. In addition to our customary and standard invoice for submission and payment of fees and expenses, Opportune will concurrently submit with each such invoice a single-page summary invoice that provides a general description of the services provided by Opportune during that billing period, together with a summary description of any expenses, and sets forth the amount Opportune is to be paid.

In the event the Client commences a proceeding under the Bankruptcy Code, the Client will promptly seek the Bankruptcy Court's approval of this Engagement Agreement. The application to the Court for such retention, proposed order, and other supporting documents (collectively, the "**Retention Application**") submitted to the Bankruptcy Court seeking its approval of this Engagement Agreement must be satisfactory to Opportune in all respects. In addition to Opportune's other rights or remedies hereunder, Opportune may, in its sole discretion and without any liability arising therefrom, terminate this Engagement Agreement in the event that (a) a third party objects or threatens to object, or Opportune reasonably believes that a third party may object, in the form of an objection or otherwise, to Opportune's retention by the Company on the terms and conditions set forth herein; (b) a final order authorizing the employment of Opportune is not issued by the Bankruptcy Court on or before sixty (60) days from the date of the commencement of any bankruptcy case by a Client on the terms and conditions set forth herein or on such other terms and conditions as are satisfactory to Opportune; or (c) the Retention Application is denied with prejudice by the Bankruptcy Court. If the Retention Application is denied without prejudice, the Client, if directed, will amend and resubmit the Retention Application to approve engagement of Opportune to perform the Services in the bankruptcy proceeding.

The term "Bankruptcy Court" shall mean the United States Bankruptcy Court with which the Client(s) have filed a bankruptcy petition. Payment of Opportune's fees and expenses will be in accordance with the Bankruptcy Code and Bankruptcy Rules and by any applicable local rules of the jurisdiction in which the bankruptcy is pending.

IRS

In compliance with requirements imposed by the Internal Revenue Service, as stated in Circular 230, Opportune will provide the following disclosure on all communications with the Firm and the Clients: "We inform you that any US federal tax advice contained in this communication including any attachments is not intended or written to be used and cannot be used for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing, or recommending to any other party any transaction or matter addressed herein."

Other Matters

The Terms & Conditions applicable to this Engagement Agreement are attached hereto as Appendix A and are incorporated herein by reference. Capitalized terms used in the attached Terms & Conditions and not defined therein shall have the meanings given to such terms in this Engagement Agreement.

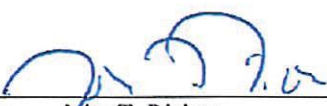
If this Engagement Agreement properly reflects the terms of Opportune's engagement and the agreement of the parties hereto, please note your acceptance of these terms by signing below. If you have any questions, comments or concerns, please do not hesitate to contact me.

Echo Energy Partners I, LLC
December 16, 2019
Page 5 of 10

Very truly yours,

Ryan S. Bouley
Partner

Accepted by: Hall Estill


By: John T. Richer
Title: Shareholder

Date:

Accepted by: Echo Energy Partners I, LLC


By: John T. Young, Jr.
Title: [Independent Board Manager]

Date: 12/20/2019